

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES EQUAL EMPLOYMENT)	
OPPORTUNITY COMMISSION,)	
)	
Plaintiff, and)	
)	
TERRI WALLACE,)	
)	
Plaintiff)	
)	
v.)	CIVIL ACTION NO.:
)	6:04-cv-01423-JA-KRS
PATTERSON COMPANIES INC,)	
and PATTERSON DENTAL SUPPLY, INC.)	
)	
Defendants.)	
)	

CONSENT DECREE

1. This Consent Decree (the "Decree") is made and entered into by and between Plaintiff, the Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC"), Plaintiff Intervenor Terri Wallace (hereinafter "Terri Wallace" or "Plaintiff Intervenor") and Defendants, Patterson Companies, Inc. and Patterson Dental Supply, Inc (hereinafter referred to as "Patterson" or "Defendants"). The Commission, Plaintiff Intervenor and Defendants are collectively referred to herein as "the Parties."

2. On September 28, 2004, EEOC initiated this action by filing its Complaint in the United States District Court for the Middle District of Florida, Tampa Division, Civil Action 6:04 CV-01423-JA-KRS, based upon a charge filed by Terri Wallace. EEOC's Complaint alleges that Defendants violated Title VII of the Civil Rights Act of 1964, as amended, including but not limited

to, amendments authorized by the Civil Rights Act of 1991, 42 U.S.C. Section 2000e *et seq.* ("Title VII") by permitting Mrs. Wallace to be subjected to sexual harassment by a coworker, an employee of the Defendants. EEOC's Complaint further alleges that Defendants subsequently retaliated against Mrs. Wallace for complaining of the unlawful sexual harassment by altering the terms and condition of her employment leading to her constructive discharge.

3. On October 26, 2004, Terri Wallace filed a Motion to Intervene, which was granted by the Court on November 23, 2004. Terri Wallace's Complaint pleads causes of action for sexual harassment and retaliation under Title VII as well as under the Florida Civil Rights Act of 1992.

4. Defendants deny all claims alleged in the Complaints filed in this action.

5. In the interests of resolving this matter, to avoid the costs of litigation, and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by entry of this Decree. This Decree is final and binding upon the Parties, their successors and assigns.

6. The Parties agree that this Decree resolves all claims alleged against the Defendants in EEOC Charge No. 150-A2-2819 and the Complaints filed in this action, and constitutes complete resolution of all claims under Title VII that were made by the Commission and Plaintiff Intervenor in this action.

7. NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Decree, and based on the pleadings filed by the parties, it is ORDERED, ADJUDGED AND DECREED THAT:

JURISDICTION

8. This Court has jurisdiction of the subject matter of this action and over the Parties

the purposes of entering and enforcing this Decree.

9. No party shall contest jurisdiction of this federal court to enforce this Decree and the terms or the right of the EEOC to seek enforcement in the event Defendant breaches any of the terms of this Decree.

GENERAL PROVISIONS

10. Defendants, their officers, and employees, are enjoined from engaging in conduct which violates Title VII of the Civil Rights Act of 1964, as amended, by adversely affecting the terms and conditions of any individual's employment because of their gender.

11. Defendants, their officers, and employees, are enjoined from retaliating against an employee who opposes any of Defendants' practices which the employee believes to be unlawful employment discrimination, who files a charge of discrimination with the EEOC alleging violation(s) of such statute; who cooperates with the EEOC in the investigation and/or prosecution of any charge of discrimination; or who cooperated in the investigation or prosecution of this case.

DISCRIMINATION POLICY AND TRAINING

12. Defendants have established a written policy against sexual harassment which is attached as Exhibit A. Defendants agree that all of their employees and managers in their Orlando branch will be provided a copy of the policy against sexual harassment no later than December 31, 2005.

13. In order to further ensure the effective implementation of Defendants' anti-discrimination policy, Defendants will conduct a two (2) hour annual interactive training for all their employees in Defendants' Orlando branch with specific emphasis on recognizing harassment and on the proper procedure to be followed if they become aware of harassment in the workplace.

or if they receive complaints of discrimination. Defendants agree to provide the EEOC, at least two weeks notice before they conducts the training session(s), with the date(s) and location(s) of the training, the identification of the training materials to be used at the training session, and a general description of the category of employees who will be in attendance at the training. The training will be conducted by a human resources representative or designated counsel.

14. Defendant agrees that the training described in paragraph 11 shall be conducted within ninety (90) days of the entry of this Decree. And, should thereafter take place annually in the same format, by October 31, for the duration of this Decree. Defendants further agree that the policies and training materials utilized for the training described in paragraph 11 shall be presented to and explained to all new managers and supervisors in the Orlando branch, who did not attend the annual training, within thirty (30) days of being placed in a management or supervisory position.

POSTING

15. Defendants will post a laminated 11 x 14 copy of the Notice, attached as Exhibit I no later than fifteen (15) calendar days from the execution of this Decree. Said notice shall be posted at Defendants' Orlando branch for the duration of this Decree in a conspicuous location accessible to all employees such as an employee bulletin board and/or break/lunch room.

MONITORING

16. Defendants will retain all employment and/or investigative records relating in any way to any complaint or allegation of sexual harassment relating to the Orlando branch for the duration of this Decree and as required under federal law.

17. Defendants will certify to the EEOC annually throughout the duration of this Decree that they are in compliance with all aspects of this Decree. The first such certification will be due

no later than thirty(30) days from the first training provided pursuant to paragraph 11. Thereafter each certification will be due no later than December 31st for the duration of this Decree. With each certification Defendants will further provide the EEOC with the name, address, and phone number of any person at its Orlando branch who alleges they have been sexually harassed while working for Defendant during the preceding six month period. Defendants will also state the actions taken in response to each such allegation and provide any and all documentation associated with such complaint. The certifications required to be submitted to the EEOC pursuant to this Consent Decree shall be mailed with the notation PATTERSON MONITORING to: United States Equal Employment Opportunity Commission, Attention: Office of the Regional Attorney, 1 Biscayne Tower, Suite 2700, 2 South Biscayne Boulevard, Miami, FL 33131.

MONETARY RELIEF

18. Defendants agree to pay a total amount of \$150,000.00 to resolve this litigation. The payments referenced herein shall issue within thirty (30) calendar days from the Court's execution of this Decree. The monies shall be distributed as set forth below in Exhibit C attached hereto.

19. If Defendants fail to tender the above-mentioned payments as set forth in paragraph 18 above, then Defendants shall pay interest on the defaulted payment at the rate calculated pursuant to 26 U.S.C. Section 6621(b) until the same is paid, and bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendants.

ENFORCEMENT OF DECREE

19. The Commission shall have independent authority to seek the judicial enforcement of any aspect, term or provision of this Decree.

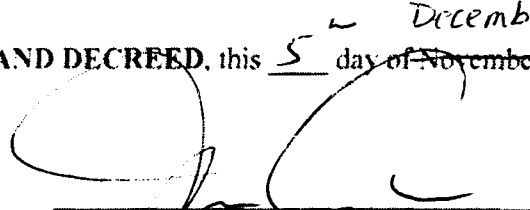
COSTS

20. Each Party shall bear its own costs and attorney fees associated with this litigation.

DURATION OF CONSENT DECREE

21. The duration of this Decree shall be three (3) years from the date of entry of the Decree.

SO ORDERED, ADJUDGED AND DECREED, this 5 day of ~~November~~ ^{December}, 2005.



JOHN ANTOON II
UNITED STATES DISTRICT JUDGE

AGREED TO:
FOR THE PLAINTIFF,
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

by: Delner Franklin Thomas Date: 11/23/05
Delner Franklin-Thomas
Regional Attorney
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Miami District Office
One Biscayne Tower, Suite 2700
2 South Biscayne Boulevard
Miami, Florida 33131
Telephone: (305) 530-6001
Facsimile: (305) 536-4494

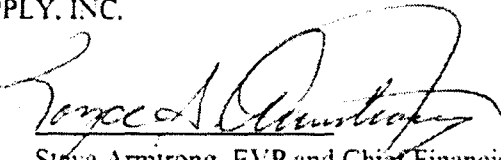
AGREE TO:
FOR THE INTERVENOR PLAINTIFF

by: Jill S. Schwartz Date: 11/15/05
Jill S. Schwartz
Jill S. Schwartz & Associates, P.A.

180 North Park Avenue
Winter Park, FL 32789
Ph. (407) 647-8911
Fax: (407) 628-4994

AGREED TO:

FOR THE DEFENDANTS: PATTERSON COMPANIES, INC. & PATTERSON DENTAL
SUPPLY, INC.

by: 
Steve Armstrong, EVP and Chief Financial Officer

Date: 11/17/05

EXHIBIT A
(Patterson's Anti-Harassment Policy)

Equal Employment Opportunity

Patterson is committed to the principles of equal employment opportunity. It is the policy of Patterson not to discriminate on the basis of race, sex, color, age, religion, national origin, disability, veteran status or other protected class status as required by any applicable federal or local law.

Further, it is Patterson's policy to recruit, hire, train and promote all persons in all job titles, and to administer personnel actions such as compensation, benefits, transfers, company-sponsored training, education and tuition assistance, as well as social and recreational programs, without regard to race, sex, color, age, religion, national origin, disability, veteran status or other protected class as required by any applicable federal, state, or local law. Patterson makes employment decisions to further the principles of equal employment opportunity and to comply with all applicable laws and regulations. Patterson will make promotional decisions in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities.

It is Patterson's policy not to discriminate against qualified individuals with disabilities and to provide reasonable accommodations as required by applicable federal, state, and local law to otherwise qualified applicants and employees. It is the responsibility of the employee to inform his or her manager, preferably in writing, if the employee believes that a reasonable accommodation is required due to a disability. Employees must state, to the best of their ability, the specific work change, adjustment, or accommodation requested.

Reporting Procedure

If an employee believes there has been a violation of this policy, he or she should immediately report the violation to his or her manager or other member of management listed in the Reporting Procedure described in the Sexual Harassment policy in this handbook. Patterson does not tolerate any retaliation or intimidation directed towards anyone who reports a suspected violation of this policy or participates in the investigation of such a report. Employees should immediately report any retaliation or intimidation using the Reporting Procedure described in the Sexual Harassment policy.



Sexual Harassment

Sexual harassment is prohibited and will not be tolerated. This policy also prohibits sexual harassment by members of the same gender. Retaliation against a person who reports or complains about sexual harassment, or who participates in the investigation of a sexual harassment

complaint is also prohibited. Any employee of Patterson found to have violated this subject to disciplinary action, which may include termination of employment.

Def:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- Submission to the conduct is made either explicitly or implicitly a term or condition of employment;
- Submission to or rejection of the conduct is used as a factor in employment decisions affecting an individual; or
- The conduct unreasonably interferes with an individual's employment or creates an intimidating, hostile, or offensive employment environment.

Some examples of conduct which may constitute sexual harassment, depending on the circumstances, include but are not limited to, the following:

- Repeated and unwelcome suggestions regarding, or invitations to, social engagements or social events; or
- Any indication, expressed or implied, that any aspect of employment conditions or personal safety depends or may depend on the granting of sexual favors or the individual's willingness to accept or tolerate conduct or communication of a sexual nature; or
- Unwelcome or coerced physical proximity or physical contact which is of a sexual or sexually motivated nature; or
- The deliberate use of offensive or demeaning terms which have a sexual connotation; or
- The deliberate creation of an intimidating, hostile or offensive atmosphere, through the conduct or communication of a sexual nature, including dirty jokes, graphic or suggestive comments about an individual's dress or body; or
- Inappropriate remarks of a sexual nature.

Reporting Process

If an employee believes he or she has been sexually harassed by another employee, a manager, a management person, a vendor, consultant, customer or any other person whom the employee encounters in the course of employment, whether the harasser is of the opposite or same sex, or if an employee observes suspected sexual harassment, the employee should immediately report the conduct to his or her immediate manager, region manager, a vice president or a human resource representative.

Anyone, including managers, who receives a report or complaint of sexual harassment should immediately report it to the Human Resource Department in writing at 1031 Mendota Heights Road, St. Paul, Minnesota 55120 or by telephone at 800-328-5536.

If a human resource representative is unavailable or if the report or complaint involves a human resource representative, the individual receiving the report or complaint should immediately report it to the president. If a complaint is made to anyone else, the complainant risks the possibility that it will not come to the attention of the appropriate management and, therefore, will not be acted upon.

As the sexual harassment occurs, it should be immediately reported to any of the individuals listed above. Patterson does not tolerate any retaliation or intimidation directed towards anyone who makes a complaint or report of sexual harassment or who participates in the investigation of a complaint. The reporting procedure described above should also be used if an individual believes he or she has been subjected to prohibited retaliation or intimidation.

Investigation and Response

Complaints or reports of sexual harassment made to any of the individuals listed above should be promptly investigated. The timing and specific nature of the investigation of any complaint will be determined by the designated investigator. Although investigations will be conducted with sensitivity to confidentiality issues, investigative information will be communicated as appropriate to those with a need to know. Because the circumstances of every complaint or report of sexual harassment are different, the investigator will use discretion and flexibility in conducting an appropriate investigation of and formulating an appropriate response to each complaint consistent with Patterson's policy against sexual harassment. If the investigation indicates a violation of this policy may have occurred, timely and appropriate action will be taken. If an individual found to have committed a violation of this policy may be subject to a range of consequences, up to and including termination of employment.

Harassment

Patterson strictly prohibits conduct that denigrates or shows hostility or aversion towards an individual because of his or her race, sex, color, age, religion, national origin, disability status or other protected class status as required by law, and that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive work environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Otherwise adversely affects an individual's employment opportunities.

De

Depending on the circumstances, prohibited harassment may include, but is not limited to:

- Epithets, slurs, derogatory words or negative stereotypes;
- Offensive, threatening, intimidating, or hostile acts or behaviors;
- Written or graphic materials (including, for example, pictures, calendars, e-mail, or screen savers); and
- Written, verbal, or physical acts that purport to be cartoons, jokes or pranks.

Reporting Procedure

If an employee believes there has been a violation of this policy, he or she should immediately report the violation by following the Reporting Procedure contained in the Sexual Harassment policy in this handbook.

Patterson does not tolerate any retaliation or intimidation directed towards anyone who makes a complaint of harassment or who participates in the investigation of a complaint. Retaliation

retaliation or intimidation should be made using the Reporting Procedure described in Harassment policy.

EXHIBIT B

**NOTICE TO ALL EMPLOYEES
POSTED PURSUANT TO A CONSENT DECREE BETWEEN THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AND
PATTERSON COMPANIES, INC. & PATTERSON DENTAL SUPPLY, INC**

This notice is being posted pursuant to a Consent Decree entered by the Court in EEOC v. Patterson Companies, Inc. & Patterson Dental Supply, Inc. Patterson has agreed that it will not discriminate against employees on the basis of gender in violation of Title VII of the Civil Right Act of 1964 ("Title VII"). Title VII protects individuals from employment discrimination because of their race, religion, color, national origin, or sex. Patterson will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws.

Furthermore, Patterson, assures its employees that it supports Title VII and will not take any action against an individual because he/she has exercised his/her rights under the law to oppose discriminatory acts or to file charges with the EEOC.

Appropriate corrective action, up to and including termination, shall be taken against any employee (including management personnel) found to violate the policies regarding discrimination, based upon the circumstances involved.

This notice shall remain posted for three (3) years from the date signed. Employees or applicants for employment who have questions about their rights under Title VII or any other federal anti-discrimination law may telephone the Miami District Office of the Equal Employment Opportunity Commission at 1-800-669-4000.

Signed this ____ day of _____, 2005.

PRESIDENT
PATTERSON COMPANIES, INC.

DO NOT REMOVE BEFORE _____ 2008.

EXHIBIT C

In order to resolve EEOC v. Patterson Companies, Inc. & Patterson Dental Supply, Inc. Case No. 6:04-cv-01423-JA-KRS, Patterson Companies, Inc. and Patterson Dental Supply, Inc., shall pay the total amount of \$150,000.00 to be distributed as follows:

1. Defendants will pay Terri Wallace Twenty Five Thousand Dollars and 00/100 Cents (\$25,000.00) in the form of a check made to the order of Terri Wallace. This payment shall be representative of lost wages. Defendant agrees to make withholdings as required by law and to pay the employers share of social security withholding and issue a form W-2 for same.
2. Defendants will pay Terri Wallace Sixty Thousand Four Hundred Sixty Nine Dollars and 62/100 Cents (\$60,469.62) in the form of a check made to the order of Terri Wallace. This payment shall be representative of compensatory damages. Defendants shall issue a form 1099 to Mrs. Wallace itemizing same.
3. Defendants will also pay Sixty-Four Thousand Five Hundred Thirty Dollars and 38/100 Cents (\$64,530.38) in the form of a check made to the order of Jill Schwartz & Associates, P.A. representing attorney fees and costs, and shall issue I.R.S. form 1099 to Jill S. Schwartz & Associates, P.A. itemizing same.
4. Defendant shall issue the checks referenced in 1, 2 and 3 of Exhibit C herein, within thirty (30) calendar days from the Court's execution of this Decree to Jill Schwartz & Associates, P.A., 180 North Park Avenue, Winter Park, FL 32789 by certified mail with a return receipt requested. Copies of the payment checks shall be forwarded to the attention of Carla J. Von Greiff, Senior Trial Attorney, U.S. Equal Employment Opportunity Commission, 501 East Polk Street, Suite 1000, Tampa, FL, 33602.